

**UNITED STATES DISTRICT COURT
FOR THE
EASTERN DISTRICT OF OKLAHOMA**

**RONALD CROSBY AND
ANN CROSBY,**

Plaintiffs,

VS.

Case No. 15-CIV-00433-JHP

**TWIN CITY FIRE INSURANCE
COMPANY,**

Defendant.

AMENDED COMPLAINT

COME NOW the Plaintiffs above named, Ronald Crosby and Ann Crosby, and for their cause of action against the Defendant above named, set forth the following, to-wit:

1. The Defendant is an insurance company with authority to transact insurance business in the State of Oklahoma.

2. The Plaintiffs and the Defendant entered into a contract on or about July 9, 2014, pursuant to which the Plaintiffs acquired a homeowners' insurance policy from the Defendant and they did pay to the Defendant consideration therefore and the Defendant issued such policy of insurance covering the Plaintiffs' real property for a period covering from July 9, 2014 to July 9, 2015, which said policy of insurance was issued covering the following real property located in Marshall County, State of Oklahoma, hereinafter referred to as the "Subject Property," to-wit:

9109 Waters Edge, Kingston, Oklahoma 73439.

3. The heretofore described policy of insurance further covered, among other properties, the Plaintiffs' "boathouse," for which coverage the Plaintiffs paid the Defendant consideration by

way of an insurance premium.

4. The Declaration Page issued by the Defendant setting forth the insurance coverage is attached hereto as Exhibit “A” and incorporated herein by reference.

5. The Plaintiffs’ property was damaged by wind on or about June 18, 2015, specifically, the Plaintiffs’ boathouse, and pursuant thereto the Plaintiffs submitted to the Defendant a formal Proof of Loss pursuant to the terms and conditions of the policy of insurance, which said Proof of Loss was submitted on or about August 17, 2015, and sought payment from the Defendant to the Plaintiffs for damages sustained to the Plaintiffs’ premises, in the sum of \$54,410.80.

6. The Defendant has declined to pay for the damages covered by the policy of insurance and has failed, neglected, and refused to pay for same.

FIRST CAUSE OF ACTION

7. The Plaintiffs adopt and incorporate all of the allegations and averments set forth above.

8. The Defendant has breached the terms and conditions of the contract of insurance entered into by and between the Plaintiffs and Defendant by refusing to pay for the damages to the Plaintiffs’ property, pursuant to the terms and conditions of the policy of insurance described above.

9. The Defendant is indebted to the Plaintiffs for the sum of \$54,410.80, for damages sustained by the Plaintiffs to the property insured with the Defendant and therefore Plaintiffs seek judgment against the Defendant in the sum of \$54,410.80.

WHEREFORE, premises considered, the Plaintiffs move the Court to enter judgment in their favor and against the Defendant for the sum of \$54,410.30, and to further award to the Plaintiffs all their costs incurred herein, including all their attorney fees incurred, and to further grant

such other and further relief as this Court may deem just and equitable.

SECOND CAUSE OF ACTION

10. The Plaintiffs adopt and incorporate all of the allegations and averments set forth above.

11. The Defendant sent an adjuster to the Subject Property to evaluate the damage sustained to the Plaintiffs' premises, including the boathouse.

12. The boathouse, which was badly damaged during a wind storm, had been blown across the lake.

13. The Plaintiffs indicated the location of the boathouse to the adjuster and the adjuster viewed the boathouse from a lengthy distance.

14. The adjuster never went out to the boathouse to assess the damage or the causes thereof, nor did he collect any information regarding the weather conditions on the night at issue.

15. No further investigation was done by the adjuster. He only briefly viewed the boathouse from a distance and the Plaintiffs then received the letter advising them their claim was denied.

16. Plaintiffs have paid substantial sums in premiums to cover the boathouse, but the claim was summarily denied without any meaningful investigation by the Defendant.

17. The Defendant owed to the Plaintiffs an obligation to deal with them fairly in handling the damage which they sustained, the claim, and to act in good faith, pursuant to the policy of insurance described above.

18. The Defendant has breached the terms and conditions by refusing to satisfy the

Plaintiffs' claim and said refusal was unreasonable and therefore the Defendant has violated its duty to act in good faith and to deal fairly with the Plaintiffs.

19. The Plaintiffs seek damages against the Defendant for breaching its duty to act in good faith and deal fairly, in an amount in excess of \$50,000.00.

20. The Plaintiffs further seek punitive and exemplary damages against the Defendant for its failure to act in good faith and to deal fairly, in an amount in excess of \$50,000.00.

WHEREFORE, premises considered, the Plaintiffs seek damages against the Defendant for breaching its duty owed to the Plaintiffs to act in good faith and to deal fairly, in an amount in excess of \$50,000.00 and the Plaintiffs further move the Court to award to them exemplary or punitive damages, and to further award to them all their costs incurred herein, including a reasonable attorney fee, and to grant such and further relief as this Court may deem just and equitable.

MORDY, MORDY, PFREHM & WILSON, PC

s/Mike Mordy _____

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***Attorneys for the Plaintiffs, Ronald Crosby
and Ann Crosby***

CERTIFICATE OF SERVICE

The undersigned does hereby certify that on the 22nd day of December 2015, he electronically transmitted the attached *Amended Complaint* to the Clerk of Court using the ECF system for filing. Based on the records currently on file, the Clerk of Court will transmit a Notice of Electronic Filing to the following registrants:

Jodi W. Dishman
Andrew J. Morris
Attorneys for Defendant,
Twin City Fire Insurance Company

s/Mike Mordy
Mike Mordy